

Proposals to add to or change this Memorandum of Understanding or written agreements or addenda supplementary hereto shall not be arbitrable, and no proposal to modify, amend, or terminate this Memorandum of Understanding, nor any subject matter arising out of or in connection with such proposal, may be referred to arbitration under this section. Neither any adjustment board nor arbitrator shall have the power to modify this Memorandum of Understanding or written agreements or addenda supplementary thereto, or to establish any new terms and conditions of employment.

(q) Limitation. No adjustment board or arbitrator shall entertain, hear, decide, or make recommendations on any dispute, unless such dispute falls within the definition of a grievance, as set forth in subsection (a) above.

(r) Costs. The fees of the arbitrator (including any per diem expenses, travel and subsistence expenses), the cost of any hearing room, and the cost of preparing the transcript of the hearing, if any, for the arbitrator shall be borne one-half by the City and one-half by the grievant. All other costs and expenses shall be borne by the party incurring them.

(s) Exclusiveness of remedy. The grievance procedure shall be the exclusive remedy for matters which are grievable thereunder.

Section 26. Loss of Driver's License

(a) An employee whose driver's license is suspended, revoked, or becomes invalid, which prevents the employee from operating a vehicle during the course of the employee's duties for a period of six (6) months or less, shall be subject to a salary reduction of 5% during the period of such suspension, revocation, or invalidity.

(b) If the license revocation, suspension, or invalidity significantly prevents the employee from performing a predominant amount of the employee's duties, the City Manager may suspend the salary and benefits of the employee for the duration of the license suspension, revocation or invalidity. Alternatively the City Manager may assign such employee to the duties of another classification if the employee is qualified to perform such duties for the duration of the license suspension, revocation, or invalidity. The salary of such employee may be adjusted to the step in the range of the classification to which the employee is reassigned which most closely approximates a five percent (5%) loss of salary.

(c) If the loss of such driver's license is attributable to the use of alcohol or drugs, the employee shall agree to and shall faithfully participate in a counseling and rehabilitation program agreed to by the City to correct the problem, if requested to do so by the City Manager. Failure to agree and to faithfully participate in such a program shall be cause for dismissal.

(d) Any suspension, revocation, or invalidity of the driver's license of an employee for a period of more than six (6) months so as to prevent the employee from operating a vehicle during the course of the employee's duties, or any failure of an employee to notify the City of any suspension, revocation, or invalidity of the employee's driver's license, regardless of

duration, shall be cause for dismissal. This does not limit the City from taking any other disciplinary action if otherwise justified.

Section 27. Disaster Responsibility

When a significant disaster, as defined by the City Manager, occurs in San Bruno, employees in classifications set forth in Appendix "A" of this Memorandum of Understanding shall report to their work stations for duty; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary and the employee, upon actual knowledge thereof, shall report to work accordingly.

Section 28. Carry Out of Assignments

Employees shall carry out all lawful instructions issued by their supervisor regarding work assignments. If there are any complaints in regard to the work assignment, the employee may exercise the right to use the grievance procedure after the instruction has been carried out.

Section 29. No Strike/Job Action Response

(a) Participation in any job action, as defined in Section 19.1 (12) of this Memorandum of Understanding by an employee pertaining to employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.

(b) The City will make reasonable efforts to avoid obtaining materials, supplies, or equipment from businesses within the City that are the subject of a job action if there are reasonable alternative sources within the cities of Millbrae, San Bruno, or South San Francisco. This will not apply to materials, supplies or equipment which the City is legally required to obtain from a particular source due to competitive bidding requirements or other contractual obligations. In the event that such items are to be picked up at a place of business which is the subject of a job action, the City shall refrain from the use of bargaining unit employees to obtain them if other alternatives are reasonably available. In times of emergency this paragraph will not be applicable. For purposes of this paragraph, "emergency" is defined as an immediate threat to life and property. The Union shall be notified when the "emergency" exception is to be invoked.

Section 30. Part-time Employees

(a) Employees occupying permanent part-time positions shall work such hours and schedules as prescribed by the appointing authority.

(b) Permanent part-time employees assigned to allocated positions shall be entitled to sick leave, family sick leave, and family medical leave pursuant to state and federal laws, bereavement leave; and industrial disability leave and vacation leave in proportion to the number of hours of the work week such employee bears to the number of hours of regular work